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PART B – PARK REQUIRED CONCESSIONER RESPONSIBILITIES

For more information on the following topics, see Sections E-A and E-C of contract Exhibit E, Maintenance Plan.

1) Concessioner Responsibilities

The Concessioner will perform all routine maintenance and repair responsibilities within Concession Facilities.

A) Standards

- 1) The Concessioner will conduct all Facility Management activities in compliance with Service standards, Department of the Interior and Service Asset Management Plans, manufacturer recommendations and/or specifications, and all Applicable Laws. In the event of a conflict between Department of the Interior/Service Asset Management Plans, Applicable Laws, and the manufacturer's specifications, Applicable Laws will control.
- 2) The Concessioner will obtain approval from the Service for its equipment, materials, and installations.
- 3) The Concessioner will obtain approval for procedures relating to structural fire prevention, protection, and response. The Service resolves any conflicts between codes or standards.
- 4) The Concessioner will obtain approval from the Service for any ground disturbing activities or actions in advance.
- 5) **See Maintenance Plan, Exhibit E-A, Section 3) A) for general maintenance requirements.** In addition to those requirements, the Area also requires the Concessioner to observe the following:
 - a) Coconino County Codes:
 - b) Ordinance 93-01 (concerning building codes)
 - c) Ordinance 92-05 (concerning electrical codes)
 - d) Section 17 of the Zoning Ordinance (concerning exterior lighting), which amends the adopted codes)
 - e) Grand Canyon National Park Night Sky Protection and Exterior Lighting Policy
 - f) Grand Canyon National Park Architectural Character Guidelines
 - g) Secretary's Standards on Historic Preservation and Maintenance

B) Environmental Practices

The Concessioner will conduct Facility Management activities in a manner that has minimal environmental impacts. **See Contract Exhibit E-C, Maintenance Plan Exhibit for general environmental responsibilities.**

- 1) Preventive Maintenance. The Concessioner will utilize Preventive Maintenance to prevent environmental impacts or more serious deficiencies before they occur.
- 2) Equipment and Materials. Where feasible and available, the Concessioner will use products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed products, and use other materials that have additional environmentally preferable attributes. The Concessioner will minimize use of hazardous chemicals in its operations.
- 3) Contractors. The Concessioner will encourage companies and businesses it does business with to provide cleaner technologies and safer alternatives to toxic and hazardous materials and to develop innovative technology.
- 4) Vehicle Maintenance. The Concessioner may not perform routine vehicle maintenance within the Area.
- 5) Sustainable Design. The Concessioner will incorporate sustainable design practices to the maximum extent practical. These practices will be consistent with the current Service guidelines, including but not limited to, National Park Service Guiding Principles of Sustainable Design (September 1993) and other approved guidance as provided to the Concessioner.
- 6) Universal Design. The Concessioner will incorporate universal design practices to the maximum extent practical.

C) Environmental and Cultural Compliance.

See Contract Exhibit E-A4, Maintenance Plan, Section 3) B) for general requirements for environmental and cultural compliance. In addition, the Park requires the following:

- 1) *Project Review Process.* If the Concessioner proposes to undertake any Facility Management activity that will result in a modification to Assigned Facilities, the Concessioner will follow the Grand Canyon National Park Project Review Process. This applies to both historic and non-historic structures. A sample of the current Environmental Screening Form to be submitted for any proposed project(s) is provided in the Appendix to the Prospectus.
- 2) *Categorical Exclusions.* Some activities are covered by categorical exclusions that require documentation under current Service policy. If any exceptions to categorical exclusions under current Service policy apply, then an environmental assessment will be undertaken at the expense of the Concessioner under the direction of the Service.
- 3) *Exceptions.* The Concessioner may conduct Facilities Operations and certain Facility Maintenance (as agreed to by the Service and Concessioner) without further environmental and cultural compliance. These activities are covered by categorical exclusions for which no documentation is necessary.

D) Annual Maintenance Inspections

See Contract Maintenance Plan Exhibit E-A, Sections 5 and 6, for general requirements. In addition, the Park requires the following:

- 1) The Concessioner will develop a timeline to cure deficiencies identified during the Service's operational evaluations.
- 2) The Concessioner will maintain a list of maintenance needs based on its annual review, deficiencies noted on periodic evaluations, and needs identified by Concessioner staff, and include these in its annual facility maintenance plan.
- 3) An emergency is defined as a condition that presents imminent danger to life or property. **See Exhibit E-A3, Section 3)A)8) for procedures to follow in the event of a need for emergency repairs.**

E) Personal Property

- 1) The Concessioner will maintain all personal property free of defects and according to industry standards for public use.
- 2) The Concessioner will maintain, service, and repair its appliances, machinery, and equipment, including parts, supplies, and related materials, per the manufacturer's recommendations and replace them as necessary.
- 3) All personal property used in employee housing will be serviceable, clean, and safe for use.
- 4) Trailers will meet the Area's standards for trailers, found in the Area's housing policies.

F) Buildings

- 1) **Painting.** Unless required more frequently per the manufacturer's recommendation, the Concessioner will repaint surfaces on a regular cycle, exteriors not less than once every five years, and interiors not less than once every seven years. The Concessioner will use paint products of a "best quality" from a major manufacturer, and of a type and color that is readily available on the open market. The Concessioner will obtain approval from the Superintendent for any changes to paint colors from the color range provided by the Service. Whenever feasible, the Concessioner will use reprocessed, low volatile organic content (VOC), latex coatings. If the Concessioner uses oil based paints, it will minimize solvent use by means of thinner settling and reuse if possible. The CMMS will include paint type, formulas, and supplier information for all paint products used. The CMMS will include a record of historic colors if they are available.
- 2) **Interior Systems** The Concessioner will ensure that all interior spaces are clean, properly illuminated, and well maintained, including the following:
 - a) Walls and Ceilings. The Concessioner will maintain walls and ceilings free of damage and with a fresh appearance.

- b) Windows. The Concessioner will keep windows clean and unbroken and grouting clean and in good repair.
- c) Flooring. The Concessioner will keep floors clean and free of stains. Vinyl floor coverings will be clean, waxed or buffed, free of cracks, chips, and worn places. Masonry or flagstone grouting will be clean and in good repair. Wood floors will be clean and waxed or otherwise sealed.
- d) Interior Lighting. The Concessioner will maintain interior lighting as appropriate for its use.
 - (1) Where feasible and appropriate, the Concessioner will replace incandescent light fixtures with energy conserving fluorescent fixtures and incandescent exit lighting with light emitting diode (LED) fixtures.
 - (2) Where feasible and appropriate, the Concessioner will install photo and motion sensors for lighting systems.
- e) Heating System. The Concessioner will operate and maintain heating systems in Assigned Facilities. The Concessioner will inspect heating systems annually, and keep them clean, maintained, and operating in strict accordance with manufacturer's instructions.
- f) Personal Property
 - (1) The Concessioner will maintain all personal property free of defects and according to industry standards for public use.
 - (2) The Concessioner will maintain, service, and repair its appliances, machinery, and equipment, including parts, supplies, and related materials, per the manufacturer's recommendations and replace them as necessary. New equipment will be Energy Star® labeled or designated to be in the top 25th percentile of energy efficiency in its class, in accordance with Federal Energy Management Standards.

3) Exterior Systems

- The Concessioner will maintain the structural and architectural integrity of Assigned Facilities, including performing the following activities.
- a) Roofs. The Concessioner will inspect roofs on an annual basis to ensure that roofing materials are intact and free of deterioration that may affect structural quality and that roofs are not jeopardized by adjacent vegetation or overhanging tree limbs.
 - b) Gutters, Downspouts and Roof Drains. The Concessioner will ensure that any gutters, downspouts, and roof drains remain attached to the building. The Concessioner will inspect and clean gutters, downspouts, and roof drains at least annually or more often as necessary to maintain the system free of obstructions and fully operational.
 - b) Doors and Windows. The Concessioner will routinely inspect and maintain doors and windows to prevent moisture from causing deterioration of materials or structural damage to the building.
 - c) Siding, Walls, and Trim. The Concessioner will routinely inspect and maintain siding to prevent moisture from entering the building or causing deterioration of the siding material. The Concessioner will maintain the walls and trim of buildings in satisfactory condition.
 - d) Structural Ventilation. The Concessioner will inspect and maintain structural ventilation on at least an annual basis to permit air circulation as designed, and to prevent wildlife entering.
 - e) Foundations and Exterior Walls. The Concessioner will inspect foundations and exterior walls on an annual basis to ensure they are structurally sound and maintain them to prevent settlement or displacement.

4) Exterior Lighting

- a) All exterior lights will be shielded to cast light downward only to the area of need, to minimize light dispersion to surrounding areas and to protect night skies.
- b) The Concessioner may construct or install additional path or parking area lighting only with written permission of the Superintendent. Any new installations will incorporate state of the art technology.

5) Winter Preparation

The Concessioner will take all necessary precautions to prevent damage to Assigned Facilities during winter. The Concessioner will remove snow and ice when accumulation threatens to damage structures or to injure persons.

G) Fire Prevention and Protection

- 1) Fire Inspections. The Concessioner will have a qualified professional perform interior and exterior fire inspections of Concession Facilities within 30 days of initial occupancy and on an annual basis thereafter, in accordance with applicable Director's Orders (such as DO 58). The Concessioner will maintain written records, verifying the completion of such inspections, and make them available to the Service upon request.
- 2) The Concessioner will test fire alarms monthly and replace batteries on a biannual basis.
- 3) The Concessioner will accompany the Area's Fire Chief on an Annual Fire Inspection each year.
- 4) Fire Equipment: The Concessioner will inspect any hose boxes, fire hoses, and extinguishers within its area of responsibility on a regular basis to ensure proper working order and compliance with the NFPA Life Safety Code.
- 5) Defensible Space. The Concessioner will work with the Service to determine appropriate clearing techniques in its Concession Facilities to protect from wildland fire. Generally, this consists of raking and removal of needles and other duff from roofs and grounds out to the road area.

H) Hazardous Substances

See Contract Exhibit E-C1, Maintenance Plan, Sections 3-4, for general requirements for hazardous materials. In addition to those requirements, the Park requires the following:

- 1) The Concessioner will be familiar with its obligations under Section 6, Environmental and Cultural Protection, of the Contract.
- 2) Hazardous Materials The Concessioner will maintain health and safety standards and ensure healthy working and living environments in the Concession Facilities. The Concessioner will obtain Service approval before using any chemicals, pesticides or toxic materials (any item with an Environmental Protection Agency registration number) and use and dispose of such materials in conformance with federal, state, and county laws, and applicable codes, policies, and guidelines.
- 3) The Concessioner's Environmental Management Program (EMP) will include its approach to stopping, containing, and cleaning up hazardous substance spills and releases, whether incidental or non-incidental.
- 4) The Concessioner will notify the Area Dispatch Office immediately if a release of hazardous or non-hazardous chemical or biological product occurs. The Concessioner will immediately implement proper corrective, cleanup, and safety actions.
- 5) The Concessioner will immediately report spills to the Area Concessions Management Office, Area Dispatch Office, and the South Rim Maintenance Supervisor.
- 6) Asbestos, Lead Paint and other Hazardous Materials The Concessioner will maintain health and safety standards as well as management plans in the presence of asbestos, lead paint, or other hazardous materials in Assigned Facilities. The Concessioner will obtain the written approval of the Superintendent before performing any repair, replacement, or abatement of asbestos or lead paint containing surfaces.

I) Weed and Pest Management

See Contract Exhibit E-C2, Maintenance Plan, Section 5, for general requirements for weed and pest management. In addition to those requirements, the Park requires the following:

- 1) The Concessioner, through the Area Integrated Pest Management (IPM) Program will conduct control of both native and non-native invasive flora and fauna by chemical and other means. Actions taken by the Concessioner to control pests are subject to Service approval. The Concessioner will review specific problems with the Area IPM Coordinator.
- 2) The Concessioner will bring to the attention of the Service the existence of pests or exotic plants within Concession Facilities of which it becomes aware.
- 3) The Concessioner may only use chemicals, pesticides, and toxic materials and substances as a last resort, as part of an Integrated Pest Management program, and with prior approval by the Service.
- 4) **Pesticide Request Form and Pesticide Use Log.** The Concessioner will submit to the Service by November 15th each year a Pesticide Request Form to request approval of anticipated pesticide use for the following year and a Pesticide Use Log to track pesticide use for the previous year.
- 5) If the Concessioner requests and the Service agree, the Service may provide IPM services to the Concessioner on a cost reimbursable basis.
- 6) The Concessioner and its employees will adhere to practices that tightly seal buildings and supplies, and maintain clean facilities, thereby reducing the potential for wildlife becoming pests.

J) Litter and Garbage

See Contract Exhibit E-C2, Maintenance Plan, and Section 6, for general requirements for weed and pest management. In addition to those requirements, the Park requires the following:

1) Responsibilities

- a) Litter Abatement. The Concessioner must develop, promote, and implement a litter abatement program that includes participation in Area-wide litter clean-up events and provides litter free messages on appropriate materials and in appropriate locations.
- b) The Concessioner must collect all litter and debris within its Concession Facilities. The Concessioner must keep its Concession Facilities free of litter, debris, and abandoned equipment, vehicles, furniture, and fixtures.

2) Receptacles

- a) The Concessioner must maintain and regularly empty any cigarette ashtrays within its Concession Facilities.
 - b) The Concessioner must place Service-approved dumpsters behind its bicycle rental/food service building for waste generated by its operation.
 - c) The Concessioner must keep its solid waste containers clean, well maintained, painted in Service-approved colors, and serviceable. Trash collection sites must be free of spills, waste, and odors. The containers must be covered, waterproof, animal/bird/vermin-proof, and approved by the Service.
 - d) The Concessioner must locate its solid waste containers conveniently and in sufficient quantity to meet the needs of its Concession Facilities. The Concessioner must not allow waste to accumulate in containers to the point of overflowing.
- 3) **Recycling Program.** The Concessioner must collect and dispose of all its recyclable solid waste in accordance with the Area recycling program, on a cost-reimbursable basis.
- a) The Concessioner must make recycling receptacles available to the public and concession employees.
 - b) The Concessioner must recycle at least the following products: aluminum, paper, newsprint, cardboard, bimetals, plastics, and glass.
- 4) **Composting.** ***See Contract Exhibit E-C3, Maintenance Plan, Section 6E on Composting. In addition to those requirements, the Park requires the following:***
- The Concessioner must submit any plans for in-Park composting for review and approval prior to implementation.

K) Grounds

The Concessioner will minimize its impacts on the natural or cultural environment.

1) Roads, Parking Areas, Restrooms, and Walkways

- a) The Concessioner will park its vehicles and equipment in an orderly manner and not keep or store vehicles, equipment, and materials not needed for daily operations in the Area.
- b) The Concessioner will not drive its vehicles outside of established roadways.

2) Vehicle Maintenance The Concessioner may not perform vehicle maintenance within the Area.**3) Resource Impact** The Concessioner will conduct its business and daily activities in a manner that minimizes impacts on the natural scene, including erosion control and protection of native vegetation.**4) Hazard Tree Removal**

- a) The Concessioner will bring to the attention of the Service the existence of hazard trees within its Concession Facilities and designated trails. The Service will approve the removal of hazard trees on a case-by-case basis, and will determine the responsibility for their removal. If the Service assigns the responsibility for this removal to the Concessioner, the Concessioner will remove such trees promptly.
- b) If the Concessioner requests and the Service agrees, the Service may remove such trees on a cost recovery basis.

5) Roads, Parking Areas, and Walkways

- a) The Concessioner will maintain and keep in good repair all paved sidewalks within its Concession Facilities. The Concessioner will do this in a manner that provides access to the general public, persons with physical disabilities, and emergency or service vehicles of the Concessioner and the Service.
- b) The Concessioner will remove snow from entrances, porches, and walkways of its Concession Facilities. The Concessioner will sand or remove ice buildup on walkways for safety. The Concessioner must request approval from the Service in advance for any chemical used for removing ice.

6) Exterior Lighting

- a) All exterior lights will be shielded to cast light downward only to the area of need, to minimize light dispersion to surrounding areas and to protect night skies.
- b) Construction or installation of additional path or parking area lighting may occur only with written permission of the Service. Any new installations will incorporate current technology to minimize energy use and protect night skies.

L) Winter Preparation

The Concessioner will take all necessary precautions to prevent damage to Concession Facilities during winter. The Concessioner will remove snow and ice when accumulation threatens to damage structures or to injure persons.

M) Utilities**1) General**

- a) The Concessioner will contract with independent suppliers to provide utility services not provided by the Service. The Concessioner will pay these suppliers directly.
- b) The Concessioner will promptly pay for electricity, fuel, refuse collection, telephone, sewage disposal, water or any other utility or services whether provided by governmental authority, public or community service company.
- c) The Concessioner will encourage conservation of energy, water, and other resources through policies, programs, goals, and metrics.
- d) The Concessioner must submit any proposed changes to the utility system for review and approval by the Superintendent.

2) Electrical systems.

The Concessioner will maintain all equipment (conduit, fuses, panels, switches) within Concession Facilities.

- a) The Concessioner will repair all electrical system damage within Concession Facilities and damage occurring beyond Concession Facilities resulting from actions of the Concessioner, its employees, agents or contractors.
- b) The Concessioner will ensure that all electrical circuits under its control meet, at a minimum, the National Electric Code.
- c) In its Environmental Management Plan, the Concessioner will develop and implement a plan to reduce consumption of electrical energy.

3) L.P., C.N.G., and L.N.G. Gas Systems.

See Contract Exhibit E-C4, Maintenance Plan, and Section 9, for general requirements for fuel storage tanks. In addition to those requirements, the Park requires the following:

- a) The Concessioner will repair and maintain, in accordance with the requirements of all Applicable Laws, including NFPA 54 and 58 and OSHA 29 C.F.R. 1910.110, all gas systems in its assigned areas, including but not limited to tanks, bottles, regulators, and piping.
- b) Propane. The Concessioner will provide and maintain all propane services within and for the Concession Facilities.
- c) Placement of new or additional tanks will receive prior written approval of the Service. A state-certified inspector will inspect all gas installations in Concession Facilities at the expense of the Concessioner.

4) Water.

See Contract Exhibit E-C3, Maintenance Plan, and Section 7, for general requirements for water. In addition to those requirements, the Park requires the following:

- a) The Concessioner will repair and maintain water service and building plumbing systems down-flow from the meters within the Concessioner Facilities, or as shown and described on Land Assignment maps. The Concessioner will repair or replace, as directed by the Service, any water system damage within Assigned Facilities and damage occurring beyond the Concession Facilities that results from actions of Concessioner, its employees, agents, or contractors.
- b) The Concessioner will comply with United States Public Health Service guidelines when repairing drinking water distribution systems and sewer collection/disposal systems.
- c) The Concessioner will adhere to all Applicable Laws, including Arizona State law and Grand Canyon Reclaimed Water Standard Operating Procedure, regarding the use of reclaimed water. This includes the installation and maintenance of backflow prevention devices where they are required. There must be a separate, signed agreement between the user and the Service before installation of any devices.
- d) The Concessioner will maintain backflow prevention devices.
- e) The Concessioner will test for and repair water leaks within Concession Facilities.

5) Sewage.

See Contract Exhibit E-C3, Maintenance Plan, and Section 8, for general requirements for wastewater. In addition to those requirements, the Park requires the following:

- a) The Concessioner will repair and maintain all sewer lines, connections, collection/disposal systems, appurtenances, and attachments within Concession Facilities from the Concessioner's structures to the sewer collection main or as shown and/or described on the Land Assignment maps.
- b) The Concessioner will maintain and repair fixtures attached to the sewage collection/disposal system (including sinks, toilets, urinals, or dishwashing equipment).
- c) The Concessioner will obtain written approval from the Service prior to tapping any sewer mains.
- d) The Concessioner will clear stoppages and make repairs within the Concession Facilities.
- e) The Concessioner will perform cleanup of any sewage spills occurring from its operations, and dispose of any associated waste in a Service-approved manner.

6) Telephone.

The Concessioner will provide and maintain all telephone services, equipment, and lines within and for Concession Facilities, including wiring on the user side of connections and panels.

7) Utility Rate Schedule

The following Table summarizes the utility rate schedule as of February 1, 2009. Rate schedules are updated annually.

Rate	February 1, 2009 to Present
Water and Sewer	\$ 35.54/Kgal
Solid Waste	\$ 25.01/cubic yard

N) Concession Employee Housing

- 1) The Concessioner will maintain and repair all concession employee housing and related facilities, trailers, fixtures, and furnishings. The Concessioner will ensure that concession employee housing, including trailers, achieves the goals described in the Concessions Management Guideline and Area's housing policy.
- 2) The Concessioner will maintain employee housing in good condition, and ensure its compliance with fire, health, and safety codes and Service policies and guidelines.

O) Signs

1) Responsibilities

The Concessioner will install and replace all interior and exterior signs relating to its services within its Concession Facilities.

2) Location and Type

The Concessioner will ensure its signs are appropriately located, accurate, attractive, and well maintained. The Concessioner will prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service guidelines and standards, including but not limited to, Directors Order 52C, Park Signs. The Concessioner will obtain the written approval of the Superintendent prior to any new sign installation.

3) Temporary Signs

The Concessioner will replace any defaced or missing sign within seven days. If the sign addresses a life safety issue, the Concessioner will replace it immediately with a professional looking temporary sign. The Concessioner may not use a handwritten sign unless the Service approves an exception.

2) Service Responsibilities

See Contract Exhibit E-A5, Maintenance Plan, Section 9, for general Service Responsibilities. In addition, the following apply:

A) Bike Routes

The Service performs all repairs to the roads and paths approved for use by the Concessioner. The Service notifies the Concessioner of intended repairs and anticipated schedules for those repairs.

B) Fire Inspections

The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Service will contact location managers at the time of facility evaluations so that a Concessioner representative may accompany the Service evaluator

C) Charges for Utilities

- 1) The Service charges for utility services it provides in accordance with current regulations and policies. The Service will review its operating costs for utility systems and services annually and will notify the Concessioner in writing of the rates for the upcoming year effective May 1 annually.

- 2) The Service may cease to provide a particular utility service if such service is commercially available and the Service deems it in the public interest to switch to a commercial utility

D) Electricity

The Service maintains primary and secondary distribution power lines up to the electrical panels within Concession Facilities.

E) Signs

The Service will install, maintain, and replace all informational, traffic, and regulatory signs that serve the interests of the Service. The Service will provide guidance to the Concessioner during the design and installation of all approved Concessioner signing.

F) Water and Sewer

- 1) The Service provides water and wastewater disposal.
- 2) The Service conducts day-to-day maintenance on lift stations.
- 3) The Service will assist with the location and identification of water and sewer lines.
- 4) The Service provides bacteriological monitoring and chemical analysis of potable water as required by Applicable Laws.
- 5) If the Service needs to access a main within Concession Facilities, the Service will restore the area unless the Concessioner (including its employees, agents, or contractors) has caused the need to access the main.
- 6) The Service provides water and wastewater services to Concession Facilities and charges the Concessioner for these services in accordance with current Service guidelines.
- 7) The Service and the United States Public Health Service will conduct annual water/sewer surveys within Concession Facilities.

G) Solid Waste

On a reimbursable basis the Service will, either through its own actions or through those of a contractor provide reliable, regularly scheduled solid waste and recyclable materials pickup within the vicinity of Concession Facilities. The Concessioner may be required to move its solid waste to an appropriate location for pick-up by the Service or its contractor.

3) Reporting Requirements

The following chart summarizes the plan and reporting dates established by Parts A, B and C of this Maintenance Plan.

Report or Plan	Schedule	Due Date
Part A – Annual Concessioner Maintenance Plan (ACMP)	ANNUAL	November 15
Part A – Annual Concessioner Maintenance Reporting (ACMR)	ANNUAL	November 15
Personal Property Report	ANNUAL	November 15
Part C – Pesticide Use Report		
Part C – Pesticide Use Approval(s)	ANNUAL	November 15
Part C – Inventory of Hazardous Substances	ANNUAL	November 15
Part C - Inventory of Waste Streams	ANNUAL	November 15